

6 FAM 750 REAL PROPERTY DISPOSITION ABROAD

(TL:GS-59; 10-01-1999)

6 FAM 751 AUTHORITY AND SCOPE

6 FAM 751.1 Authority

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

The Foreign Service Buildings Act of 1926, as amended (22 U.S.C. 300), and the Foreign Assistance Act of 1961, as amended (40 U.S.C. 511-514).

6 FAM 751.2 Scope

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

This subchapter applies to the disposition of U.S. Government-owned (GO), long-term leased (LTL), and trust fund properties abroad, the funding of expenses, and the disposition of proceeds. Most properties may be disposed of by sale, exchange, lease, or license. USAID properties may be also disposed of by transfer for cash, credit, or other property, with or without warranty, or for foreign currencies, credits, or substantial benefits or the discharge of claims resulting from the compromise or settlement of such claims. Detailed procedures to implement these regulations are found in 6 FAM 755. Questions or comments on these regulations or procedures may be directed to A/FBO/AP/RE for State or USAID/W (M/AS/OMS) for USAID.

6 FAM 752 POLICY

6 FAM 752.1 General

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

Each post should review GO/LTL properties periodically to identify those surplus to requirements, not fully utilized, or uneconomical to retain (See 6 FAM 752 Exhibit 752.1). Post should report to A/FBO/AP/RE or USAID/W (M/AS/OMS) and the regional bureau any property that is in some measure surplus and submit recommendations for disposition. Before taking any action that could result in disposition, post must obtain approval from

Washington. After approval, post must coordinate with A/FBO/AP/RE or USAID/W (M/AS/OMS) to retain legal counsel, select a disposal method, and complete the transaction. The Department has no authority to dispose of properties for less than fair market value.

6 FAM 752.2 Retaining Professional and Technical Services

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

All real property disposition actions abroad require the use of local legal counsel. The services of other professionals such as real estate brokers may also be necessary. Post must obtain prior approval before making commitments or incurring financial obligations (see 6 FAM 743 for details).

6 FAM 752.3 Funding of Expenses

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

a. **Department of State:** Posts must request approval and funding from A/FBO/AP/AM for sale, exchange, lease, or license expenses such as fees for agents or brokers, surveys, advertising, legal services, appraisals, and closing costs.

b. **USAID:** Missions must request approval from USAID/W of expenses arising from a sale, exchange, or lease.

6 FAM 752.4 Documentation and Records

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

Documentation and records relating to property disposal must be maintained as provided in 6 FAM 747.

6 FAM 753 METHODS OF DISPOSAL

6 FAM 753.1 Long-Term Leased Property

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

Termination of the lease is the preferred disposal method for LTL property, but disposal may also be by assignment, sub-lease, or license. Post must contact A/FBO/AP/RE or USAID/W (M/AS/OMS) for guidance.

6 FAM 753.2 Property Sales

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

After A/FBO/AP/RE or USAID/W (M/AS/OMS) authorizes a sale, post must follow specific procedures as listed in 6 FAM 755.1.

6 FAM 753.3 Property Exchanges

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

Under certain circumstances, an exchange of properties may be appropriate. Negotiations can be complicated and time-consuming. Post must contact A/FBO or USAID/W (M/AS/OMS) when an exchange is considered. Procedures for exchanges are listed in 6 FAM 755.3.

6 FAM 753.4 Lease and License Agreements

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

If a real estate market is depressed, a property may be useful in the future, or permanent disposal is contraindicated, a lease or license may be the best method to temporarily dispose of a property. A license is preferred, because it creates no enforceable rights for the licensee and does not diminish the U.S. Government's title rights. Lease and license agreements require careful investigation and prior approval of A/FBO/AP/RE or USAID/W (M/AS/OMS). Specific procedures are listed in 6 FAM 755.4.

6 FAM 753.5 USAID Trust Fund Properties

(TL:GS-43; 4-27-96)

(USAID only)

Trust fund property is property purchased with funds provided by the host government for the support and use of the USAID mission. Missions must maintain separate records for these properties. Trust fund property must be disposed of in accordance with the terms and conditions in the trust fund or bilateral agreement or other document of understanding. All trust fund property that is disposed of will either revert to the host government or be sold and the sale proceeds returned to the trust fund account.

6 FAM 754 DISTRIBUTION OF PROCEEDS AND INCOME

6 FAM 754.1 Proceeds from Sale or Exchange

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

Proceeds from sales or exchanges must be deposited in the Foreign Service Buildings Fund (State) or Property Management Fund (USAID), except for USAID Trust Fund Properties (See 6 FAM 753.5), for use anywhere based on worldwide priorities.

(1) **Department of State:** The gross amount must be deposited with the U.S. Disbursing Officer into account 20FT210, if collected in foreign currency, or into account 19X0535 REIM AAAE, if collected in U.S. dollars. (See Procedures for Property Sales, 6 FAM 755.1.)

(2) **USAID:** The gross amount must be deposited in the Property Management Fund, account 72X4175.

6 FAM 754.2 Income from Properties under Lease or License

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

a. **Department of State:** Payments must be deposited as a reimbursement to appropriation 19X0535 and reported in the monthly accounts of the U.S. *disbursing officer*.

b. **USAID:** Payments must be deposited to the General Receipts of the U.S. Treasury.

6 FAM 755 REQUIRED PROCEDURES FOR DISPOSAL OF REAL PROPERTY

6 FAM 755.1 Procedures for Property Sales

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

Post must follow these procedures:

(1) Arrange for two independent appraisals of the property by qualified appraisers (See 6 FAM 752.2 and 6 FAM 743);

(2) Select the disposal method which will produce the best return to the U.S. Government:

(a) Advertising for competitive bids is the preferred method of sale. Instructions are given below. A/FBO/AP/RE or USAID/W (M/AS/OMS) will suggest language for advertising; A/FBO/OPS/AM will authorize funds for Department of State properties;

(b) If a real estate broker will be used, post must send A/FBO/AP/RE or USAID/W a justification, including the terms and costs of such services, requesting approval. For Department of State properties, post may request an allotment of funds from A/FBO/AP/RE (see 6 FAM 752.2 and 6 FAM 743);

(c) If private negotiations are considered preferable, post may request authorization from A/FBO or USAID/W (M/AS/OMS) by sending a recommendation and justification to A/FBO/AP/RE or USAID/W (M/AS/OMS).

(3) Upon execution of a Sales Contract, post must send appropriate documentation to A/FBO/AP/RE/RPM or USAID/W (M/AS/OMS) including:

(a) The Sales Contract (See 6 FAM 747);

(b) Other signed documentation confirming the date of sale, completion of the sale, and amount of money in dollars and local currency agreed upon, if not listed in the Sales Contract;

(c) The General Receipt (Form OF-158) indicating the total amount and the exchange rate on the date of deposit;

(4) When title is transferred, post must send appropriate documentation as listed in 6 FAM 747 to A/FBO/AP/RE/RPM or USAID/W (M/AS/OMS);

(5) When proceeds of sales are received, post must process them in accordance with 6 FAM 754.

6 FAM 755.2 Instructions for Invitation To Bid

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

a. Posts should provide interested buyers with an *invitation to bid*. The *invitation to bid* must be approved by A/FBO/AP/RE or the *regional legal adviser* (RLA) for USAID missions and should contain the information specified in 6 FAM 755 Exhibit 755.2.

b. The post must provide a summary of each legitimate bid to A/FBO/AP/RE or RLA (USAID) with a recommendation as to which, if any, bid should be accepted.

c. When a bid is accepted by A/FBO or RLA (USAID), post must notify all other bidders and return their earnest money deposits.

d. The post and local attorney must complete the title transfer to the successful bidder in accordance with the terms of the contract and local law. Prior to acceptance, any changes from the terms of the contract required by local law must be referred to A/FBO/AP/RE or the RLA (USAID) for approval.

6 FAM 755.3 Procedures for Property Exchanges

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

Post must follow these procedures:

(1) When A/FBO/AP/RE or USAID/W (M/AS/OMS) authorizes negotiations leading to an exchange of properties, post must obtain independent appraisals of all properties from two qualified appraisers. (See 6 FAM 752.2 and 6 FAM 743);

(2) When the relative values of the properties have been determined, and A/FBO or USAID/W (M/AS/OMS) approval has been obtained, post may enter into contract negotiations, applying the following principles:

(a) If the exchange is a simple one, i.e., one property for another, the essential elements of the contract negotiations are to describe the properties to be exchanged, determine the amount of cash, if any, to be paid by one party to the other, and set the details of the title transfer;

(b) If the property to be acquired by the U.S. Government involves construction, either remodeling or new, A/FBO or USAID/W (M/AS/OMS) must approve the plans. The construction details become part of the exchange contract;

(3) When the terms of the proposed exchange have been negotiated, and a contract has been drafted (either by A/FBO, USAID/W (M/AS/OMS), or by post's local attorney), post must obtain approval of the draft contract from A/FBO or RLA (AID) before signature. If construction on the property to be received by the U.S. Government is involved, the title will not be transferred until construction is complete and accepted by A/FBO or USAID/W (M/AS/OMS);

(4) Upon execution of the *exchange contract*, post must send appropriate documentation to A/FBO/AP/RE/RPM or USAID/W (M/AS/OMS) including:

(a) The Exchange Contract;

(b) Other signed documentation confirming the date of exchange, completion of the exchange, and amount of money agreed upon, if any, in dollars and local currency, if not listed in the *exchange contract*; and

(c) The General Receipt (Form OF-158) indicating the total amount and the exchange rate on the date of deposit;

(5) When title is transferred, post must send appropriate documentation to A/FBO/AP/RE/RPM or USAID/W (M/AS/OMS) for all properties (See also 6 FAM 747); *and*

(6) Proceeds from an exchange must be processed in accordance with 6 FAM 754.

6 FAM 755.4 Procedures for Lease and License Agreements

(TL:GS-59; 10-01-1999)

(Uniform State/USAID/Commerce/Agriculture/DIA)

a. Definitions:

(1) A **lease** is a contract conveying the right to occupy property to another for a specific period in consideration of rent or other compensation. Leases must be made in accordance with Department of State or USAID requirements, local laws, and market conditions. Leases create enforceable rights for the lessee, including the right to occupy the property during the stated duration of the lease period;

(2) A **license** is an agreement that allows the occupation of property by another party and describes the terms under which the licensee may occupy the property without becoming a trespasser. It is intended to create no enforceable rights for the licensee and can be terminated at any time at the will of the licensor (owner).

b. **Restrictions:** An employee occupying U.S. Government-held quarters may not enter into any arrangement which would provide compensation to the employee for use of the quarters. No GO/LTL property may be occupied or otherwise used by any non-U.S. Government individual or organization in the absence of a sublease or license established in accordance with these regulations.

c. **Transfers:** A Memorandum of Understanding normally governs the temporary transfer of GO/LTL real property from one agency to another.

d. **Proposals:** Post must submit the following information to A/FBO/AP/RE or USAID/W (M/AS/OMS):

(1) Identification of the property and site, including PropID;

- (2) Names of prospective tenant(s) and their rental offer(s);
- (3) A statement comparing proposed rental rate with prevailing local rates;
- (4) A recommendation as to which offer, if any, should be accepted;
- (5) The reasons for leasing, if the post recommends a lease instead of a license;
- (6) Information as to whether local law, in any way, expands the rights of the occupant beyond those granted by the terms of the proposed agreement.

e. **Drafting the *agreement*.** A local attorney must be consulted prior to entering into negotiations at post (See 6 FAM 752.2 and 6 FAM 743). The purpose of this consultation is to determine whether local laws grant the tenant rights beyond those which the U.S. Government is willing to grant, as stated in the model lease or license. (See 6 FAM 755 Exhibit 755.4A and 6 FAM 755 Exhibits 755.4B.) If problems arise under local law, post must provide an explanation to A/FBO/AP/RE or the RLA (USAID), and suggest solutions that will accomplish the U.S. Government's aims. When A/FBO or the RLA (USAID) approves proposed changes to the model lease or license, post may proceed with negotiations. If the model lease or license poses no problems under local law and A/FBO or USAID/W (M/AS/OMS) has approved, post may proceed with negotiations.

f. **Inventory of *furniture, furnishings, and equipment* (FFA&E):** If GO FFA&E are included, an inventory shall be a part of the agreement and reflect the condition of each item as good, fair, or poor.

g. **Deposit:** If possible, a deposit of two months' rent should be obtained and held in escrow against possible damage to the property caused by the tenant. Escrow deposits shall be accounted for in a local deposit account (see 4 FAH-3 H-322.2).

h. **Execution and *renewal*:** The execution of a license or lease shall be attended by the required formalities of the host country, including registration of the license or lease. The model lease (6 FAM 755 Exhibit 755.4A) purposefully includes no language on renewal of the lease. A lease renewal, if approved, can be handled by amendment.

i. **Documentation:** Upon execution of a lease or license, a renewal, or termination, post must send one signed and/or certified copy of the agreement to A/FBO/AP/RE/RPM or USAID/W (M/AS/OMS). Post shall retain the original. A termination notification must bear the number of the license or lease and it, or a subsequent document, shall report that all sums owed have been paid (see 6 FAM 747).

6 FAM 756 THROUGH 759 UNASSIGNED

6 FAM 752 Exhibit 752.1

GUIDELINES FOR THE EVALUATION OF REAL PROPERTIES

(TL:GS-59; 10-01-1999)

When reviewing property, posts should consider the following.

- (1) Is the property wholly or partly surplus to needs? If so, could it be sold, licensed, leased, or exchanged for more useful property?
- (2) Is the property uneconomical to retain? If so, could it be sold or exchanged for a more suitable property with lower maintenance and operating costs, at a price roughly equivalent to the value of the present property? Or, could it be leased or licensed and other property acquired to meet post needs?
- (3) Is the property being put to optimum use?
- (4) Is the property used only irregularly for program uses? Would a portion of the property satisfy program needs?
- (5) Have local conditions changed significantly since the property was acquired, thereby affecting the surrounding neighborhood, transportation facilities, convenience to users, zoning, and other environmental factors, including local development plans?
- (6) Is continued U.S. Government ownership of the property justified in light of its current use?
- (7) Are operating and maintenance costs excessive?
- (8) Is the property functionally obsolete or has it physically deteriorated beyond economical repair?
- (9) Will program changes alter post property requirements?
- (10) If a portion of the property is released, will the remaining portion still comply with zoning requirements?
- (11) Considering property prices or rentals, costs of moving, preparation of the new space, occupancy costs, and increase in efficiency of operations, can net savings to the U.S. Government be realized by relocation?
- (12) Is a portion of any property being retained primarily because the present boundaries are marked by the existence of fences, hedges, roads, or utilities?

Continuation—6 FAM 752 Exhibit 752.1

(13) Is land being retained only because it is landlocked?

(14) Is there land that can be made available for use by others, within or outside the U.S. Government, on a temporary lease or license basis?

(15) Are there security, political, or public relations considerations that outweigh the foregoing?

(16) What effect does the availability of alternative facilities, if required, have on the foregoing?

(17) Are there any restrictions on the expatriation of proceeds of sale under local law?

6 FAM 755 Exhibit 755.2

INVITATION TO BID

(TL:GS-59; 10-01-1999)

The following are requirements of an invitation to *bid* on GO real property abroad.

- (1) A brief, legally accurate description of the property *is required*.
 - (2) Bids must be made in writing.
 - (3) A cutoff date for the submission of bids is required.
 - (4) All bids will continue irrevocably in force for 35 days from the closing date for such bids.
 - (5) Each bid must be accompanied by earnest money in the form of a certified check payable to the Treasurer of the United States, in an amount not less than five per cent of the bid, unless A/FBO or the RLA (USAID) approves an exception, which should be documented.
 - (6) No bid will be accepted until first approved by the Department of State or the RLA (USAID); the U.S. Government reserves the right to reject any and all bids for any reason whatsoever.
 - (7) After U.S. Government approval of the bid, a draft sales agreement must be signed by the purchaser.
- NOTE:** This contract must be drawn by a qualified local attorney in conjunction with the appropriate post and A/FBO or RLA (USAID) representatives. Post must employ a local legal expert to ensure adequate protection of U.S. interests under and in compliance with local law. Posts may request allotment of funds for attorney's fees from A/FBO.
- (8) All transaction taxes, registration, and legal fees shall be the responsibility of the purchaser, unless local law provides otherwise.
 - (9) Unless local law requires otherwise, the U.S. Government will transfer title by means of a Quit Claim Deed (a deed without continuing U.S. Government warranty of title).
 - (10) Upon payment in full of the purchase price, the U.S. Government will deliver to the purchaser the necessary title documents, without warranty of title, unless local law specifically requires warranty by the seller.

6 FAM 755 Exhibit 755.4A
**MODEL LEASE FOR U.S. GOVERNMENT-
OWNED PROPERTY**

(TL:GS-59; 10-01-1999)

**LEASE
between
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
and**

1. This lease made and entered into this _____ day of _____ in the year _____, by and between the Government of the United States of America, acting by _____ [Name] _____, _____ [Title] _____, hereinafter called the Lessor, and _____ [Name] _____, _____ [Title] _____, hereinafter called the Lessee:

WITNESSETH: The parties hereto, for the considerations hereinafter mentioned, agree as follows:

2. The Lessor, the owner of certain property in the city of _____ in the country of _____, described as _____ [Enter a complete description of the property] _____, hereinafter referred to as "the property", which is not currently needed for the current operations of the Lessor, does hereby lease to the said Lessee the above-described property, to have and to hold for the term beginning _____ and ending _____.

3. It is understood and agreed that, after _____ [State time period] _____ of this lease, either party shall be at liberty to terminate this lease upon giving notice in writing to the other party sixty days in advance of the termination date, without the Lessor having right to any payment other than for rental (or also for damages owing under other terms of this lease) to the date the Lessee surrenders the premises. Further, in the event the Lessee fails to fulfill any of the conditions of this lease, and where this lease specifically provides no other remedy for such failure, the Lessor is entitled either to terminate this lease without previous notice or at its option, to take any measures that it may deem necessary to establish the conditions contemplated by this agreement and at the entire expense of the Lessee.

4. The Lessee shall pay the Lessor for the premises rented at the rate of _____ [State sum for each time period in U.S. Dollars], payable in _____ [the local currency equivalent] _____ at the prevailing rate of exchange on the day on which each payment is made. The first payment being due _____, and subsequent payments at the following times: _____.

Continuation—6 FAM 755 Exhibit 755.4A

5. The Lessee is prohibited from making any alterations to the property without the express prior written consent of the Lessor.

6. All maintenance and nonstructural repairs shall be made at the expense of the Lessee and, in the case of substituted materials or equipment of a different type or make, with the consent of the Lessor.

7. The Lessee (Lessor) undertakes to furnish heat to the property. (**NOTE:** This undertaking would vary depending on heating facilities in the U.S. Government-owned premises. If heat is supplied by the Lessor, the consideration to be set forth in Article 4 should be adjusted accordingly.)

8. The Lessee shall bear the cost of all water, electricity, gas and other utilities served to the property.

9. The Lessee shall return the property in the same good condition in which it was received, usual wear-and-tear and damages beyond the Lessee's control excepted.

10. The Lessee agrees that the property shall not be used for any illegal or immoral purpose, nor for gambling, nor for the sale of alcoholic beverages. The Lessee further agrees to take into account in this connection the fact that the Government of the United States of America owns the property.

11. The Lessee undertakes to keep the property in a clean and tidy state, including upkeep of lawns and shrubs, and to maintain those sidewalks and approaches peculiarly within the Lessee's control in proper condition and free of debris, snow and ice, and to accept all responsibility in connection therewith, as well as to maintain properly all halls and stairways or other conveniences intended for the sole use of the Lessee, (its, his, her, their) agents and employees, and the public; the Lessee accepts full and sole responsibility for any claim arising in connection with damage sustained through the use of such halls, approaches, stairways, and conveniences.

12. Whenever the property or any essential part thereof shall be destroyed by fire, flood, storm, earthquake, war, civil disturbance or other casualty, this lease shall, in case of total destruction or on being rendered unfit for further tenancy, immediately terminate, and, in case of partial destruction or injury, shall terminate at the option of either Lessor or Lessee upon giving notice in writing to the other party within twenty days after such casualty, and no rent shall accrue to the Lessor after such termination. Should the Lessee elect to remain in the premises rendered partially untenable, a proportionate rebate or reduction of prevailing rental payments will be allowed.

13. Any stamp duties required for this lease shall be paid by the Lessee and the English version of this lease is to be preferred for the interpretation thereof.

Continuation—6 FAM 755 Exhibit 755.4A

IN WITNESS WHEREOF, the parties hereunto have affixed their hands and seals as of the date written above.

_____[Name, Address and Title]_____
LESSOR

The United States of America, Acting By:

_____[Name, Address and Title]_____
LESSEE

6 FAM 755 Exhibit 755.4B
MODEL LICENSE FOR U.S. GOVERNMENT-
OWNED PROPERTY

(TL:GS-59; 10-01-1999)

REVOCABLE LICENSE AGREEMENT
between
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
through

and

1. This license agreement made and entered into this _____ day of _____ in the year _____, by and between the United States of America, acting by _____ [Name] _____, _____ [Title] _____, hereinafter called the Licensor, and _____ [Name] _____, _____ [Title] _____, hereinafter called the Licensee:

WITNESSETH: The parties hereto, for the considerations hereinafter mentioned, agree as follows:

2. The Licensor, the owner of certain property in the city of _____ in the country of _____, described as _____ [Enter a complete description of the property] _____ hereinafter referred to as "the property," which is not currently needed for the current operations of the Licensor, does hereby license the said Licensee to use the property until advised by the Licensor that the property is needed by the Licensor by giving _____ days notice. Upon receipt of such notice, the Licensee shall vacate the property and remove all of (its, his, her, their) possessions therefrom within _____ days following receipt of notice to vacate.

3. In the event that the Licensee shall desire to discontinue the use of the property, the Licensee shall give the Licensor thirty days notice of such intention.

Continuation—6 FAM 755 Exhibit 755.4B

4. In payment for the use of the property, the Licensee shall pay the Licensor, so long as the Licensee shall use or occupy the property, [State sum for each time period in U.S. dollars] , in advance, effective , payable in [Name of currency] , at the prevailing rate of exchange on the day on which each payment is made. The first payment being due , and subsequent payments at the following times: . In the event the Licensee vacates the property before the expiration of a month for which advance payment has been made, pro rata proportion (or no portion) of the advance payment shall be returned to the Licensee.

5. The Licensee is prohibited from making any alterations to the property without the express prior written consent of the Licensor.

6. All maintenance and nonstructural repairs shall be made at the expense of the Licensee and, in the case of substituted materials or equipment of a different type or make, with the consent of the Licensor.

7. The Licensee (Licensor) undertakes to furnish heat to the property. (**NOTE:** This undertaking would vary depending on heating facilities in the U.S. Government-owned premises. If heat is supplied by the Licensor, the consideration to be set forth in Article 4 should be adjusted accordingly.)

8. The Licensee shall bear the cost of all water, electricity, gas and other utilities served to the property and shall pay all taxes and rates, and shall submit to the Licensor receipted bills for such taxes and rates.

9. The Licensee shall return the property in the same good condition in which it was received, usual wear and tear and damages beyond the Licensee's control excepted.

10. The Licensee agrees that the property shall not be used for any illegal or immoral purpose, nor for gambling, nor for the sale of alcoholic beverages. The Licensee further agrees to take into account in this connection the fact that the Government of the United States of America owns the property.

11. The Licensee undertakes to keep the property in a clean and tidy state, including upkeep of lawns and shrubs, and to maintain those sidewalks and approaches peculiarly within the Licensee's control in proper condition and free of debris, snow and ice, and to accept all responsibility in connection therewith, as well as to maintain properly all halls and stairways or other conveniences intended for the sole use of the Licensee, (its, his, her, their) agents and employees, and the public; the Licensee accepts full and sole responsibility for any claim arising in connection with damage sustained through the use of such halls, approaches, stairways, and conveniences.

Continuation—6 FAM 755 Exhibit 755.4B

12. Any stamp duties required for this license agreement shall be paid by the Licensee and the English version of this license agreement is to be preferred for the interpretation thereof.

IN WITNESS WHEREOF, the parties hereunto have affixed their hands and seals as of the date written above.

_____[Name, Title, and Address]_____
LICENSOR

The United States of America, Acting By:

_____[Name, Title, and Address]_____
LICENSEE